

000014765

CORRES CONTROL  
CJTGOING LTR NO

92 RF 12855

**EG&G ROCKY FLATS****EG&G ROCKY FLATS, INC**

ROCKY FLATS PLANT, P.O. BOX 464, GOLDEN COLORADO 80402 0464 • (303) 966 7000

October 29, 1992

92-RF-12855

Andrew and Peggy Cherng  
 Countrydale Business Park  
 149 Pasadena Ave., Unit E  
 South Pasadena, CA 91030-2917

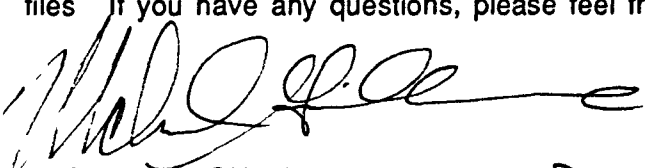
Dear Andrew and Peggy Cherng

**USE AGREEMENT FOR OFFSITE SAMPLING - MG-052-92**

Several attempts were made to contact you by phone prior to this certified letter but your number is currently unavailable. The purpose of this correspondence is to request a Use Agreement on behalf of the Department of Energy (DOE) to support the Comprehensive Environmental Response, Compensation, and Liability Act, RCRA Facility Investigation/ Remedial Investigation for Operable Unit No. 3. This letter contains a request for access with enclosures that describe general information on the sampling activities, maps showing proposed sampling locations, and a Use Agreement for signature. The planned field sampling activities are described in the OU 3 RFI/RI Work Plan. This document was reviewed and approved by the Environmental Protection Agency and the Colorado Department of Health.

I will be happy to speak with you to discuss the OU 3 sampling plan and our request for access, if questions should arise.

Please review the enclosed Use Agreement. Modifications to this agreement can be made to address specific concerns. Please sign and return both duplicate originals to me. Following signatures from DOE and EG&G Rocky Flats, Inc. officials, I will return one copy for your files. If you have any questions, please feel free to call me at 303-966-4291.



M. Guillaume, OU 3 Manager  
 Remediation Project Management

- Registered Letter sent

MG cet

Enclosure  
 As Stated

- NO ~~RESP~~ RESPONSE RECEIVED

cc  
 Administrative Record

**ADMIN RECCRD**

SW-A-003866

DIST	UIC	INC
BENJAMIN A		
BERMAN HS		
BRANCH DB		
CARNIVAL GJ		
COPP RD		
DAVIS JG		
EVERED JE		
FERRERA DW		
GOODWIN R		
HANNI BJ		
HARMAN LK		
HEAVY TJ		
HIC JG		
ICHER EH		
KEPSH JM		
LIBBY WA		
NESTER AW		
KRIEG D		
LEE EM		
MEJESTIC JR		
MARY GE		
MCDONALD MM		
MORGAN RV		
POTTER GL		
PIZZUTO VM		
SANDLIN NB		
SIEDLER RI		
SULLIVAN MT		
SWANSON ER		
TALLMAN KG		
WIEBE JS		
WILKINSON RB		
WILSON JM		
ZANE JO		

1. 1st copy M. 1/1/93  
 2. 2nd copy M. 1/1/93

CORRES CONTROL x x

## CLASSIFICATION

UCNI	
UNCLASSIFIED	
CONFIDENTIAL	
SECRET	

AUTHORIZED CLASSIFIER  
SIGNATURE

N. T. G. d. per

10/29/92

DATE

OFFICE

REPLY TO PEP CC NO

1/1/93

ACTION ITEM STATUS

☐ OPEN ☐ CLOSED

☐ PARTIAL

LTR APPROVALS

OPIC &amp; TYPIST INITIALS

1/13/93

RF-6-69 (Rev 4/92)

**CHM HILL** TELEPHONE CONVERSATION RECORD

Real Est 271-8666  
Personal Prop: 271-8734

CALL TO Jeff Co Tax Assessors Office

Treasurer: 271-8330  
PHONE NO

DATE 9.29.92

CALL FROM Art Veenendaal

TIME 13:30 ☐ AM ☒ PM

MESSAGE TAKEN BY \_\_\_\_\_

PROJECT NO DEN 30181-X1

SUBJECT Property Information for PT-168-92

**COPY**

A telephone call was made to the Jefferson County Tax Assessors Office in order to confirm the property owner's name and mailing address listed on property cards provided by Jefferson County.

According to the Assessors Office, the owners mailing address listed for Parcels 29-091-00-001 & 29-092-00-001 is

Countrydale Business Park

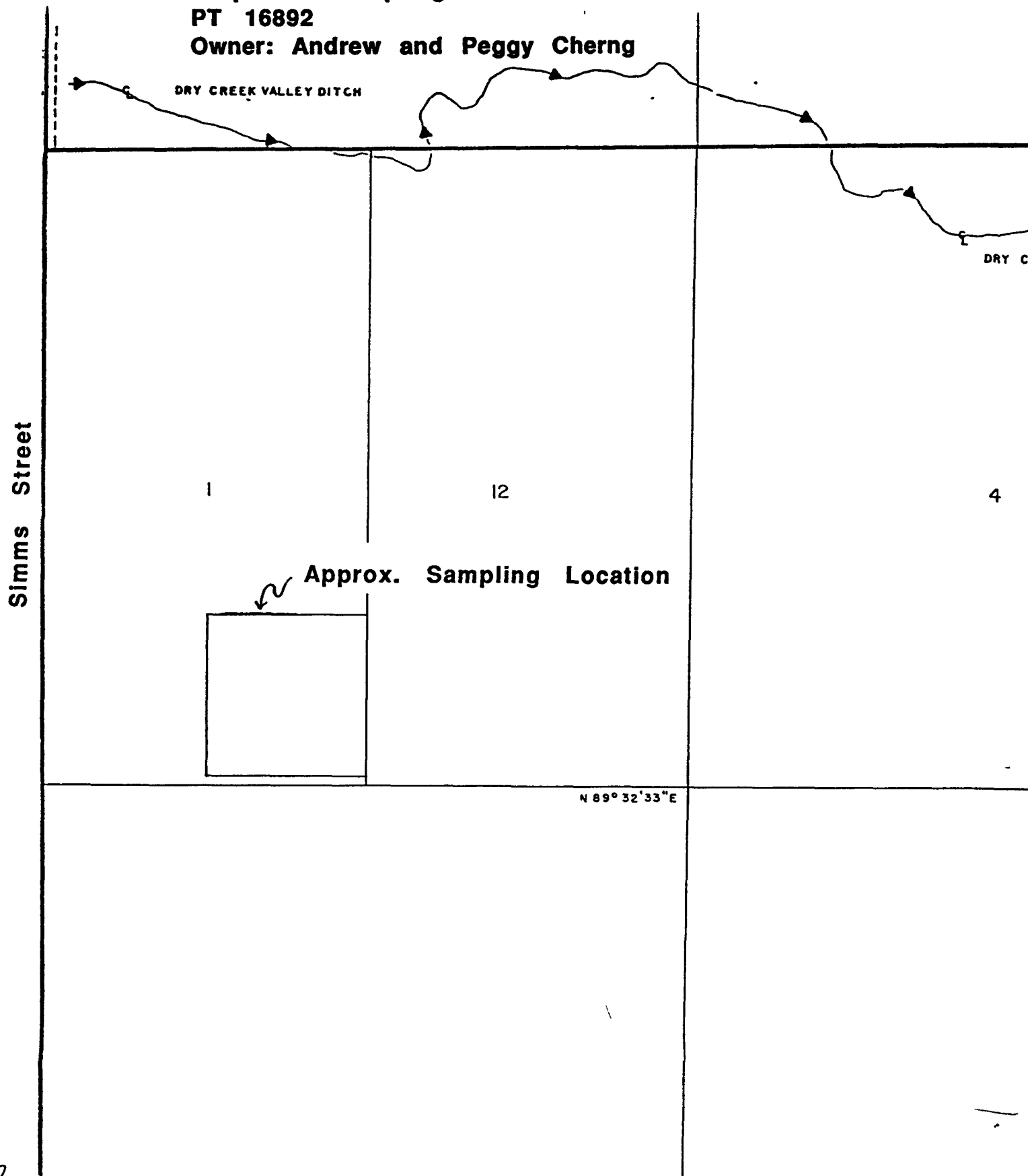
149 Pasadena Ave, Unit E

South Pasadena, CA 91030-2917

No phone number was available through either the Tax Office or the Pasadena telephone directory assistance.

The Jefferson Co Tax Office also informed me that the most recent property tax payment was posted May 4, 1992

**Exhibit A: Map**  
**SW1/4 of NW1/4 of Section 9**  
**T.2S. R.69W.**  
**Proposed Sampling Location**  
**PT 16892**  
**Owner: Andrew and Peggy Cherng**



(213) -

Countrydale Business Park  
149 Pasadena Ave , Unit E  
South Pasadena, CA 91030-2917

Dear ? *No listing*

As discussed in our telephone conversation, I am requesting a Use Agreement on behalf of EG&G-Environmental Management to support the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), RCRA Facility Investigation/Remedial Investigation (RFI/RI) for Operable Unit 3 (OU 3) This letter contains a request for access with enclosures that describe general information on the sampling activities, maps showing proposed sampling locations, and a Use Agreement for signature The planned field sampling activities are described in the OU 3 RFI/RI Work Plan This document has been reviewed and approved by the Environmental Protection Agency and the Colorado Department of Health

I will be happy to meet with you to discuss the OU 3 sampling plan and our request for access, if questions should arise

Please review the enclosed Use Agreement Modifications to this agreement can be made to address specific concerns Please sign and return both duplicate originals to me Following signatures from DOE and EG&G officials I will return one copy for your files If you should have further questions, please feel free to call me at 966-4291

M Guillaume, OU 3 Manager  
Remediation Programs Division

cc  
Administrative Record

*- ~~EG~~ No success in obtaining phone #*

*- 11/2/92 - sent registered letter w/  
Agreements*

Use Agreement No  
U S Department of Energy  
Interagency Agreement  
OU 3 Offsite Program

USE AGREEMENT

This USE AGREEMENT is entered into between the UNITED STATES OF AMERICA (hereinafter referred to as the "Government"), acting through the DEPARTMENT OF ENERGY (hereinafter referred to as "DOE"), and Andrew and Peggy Cherng (hereinafter referred to as the "Grantor"),

WITNESSETH THAT

WHEREAS, DOE, through its authorized representatives, agents, contractors, and subcontractors desires to perform, pursuant to Public Laws 95-91, Department of Energy Organization Act, and 96-463, Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended by 99-499, Superfund Amendments and Reauthorization Act of 1986, certain data-gathering, testing, exploration, and other work on the Grantor's portion of property as shown within Parcel "A" on the map attached hereto as Exhibit A in connection with DOE's Interagency Agreement dated January 22, 1991 and

WHEREAS, the Grantor owns and controls the property designated in Exhibit A,

NOW THEREFORE, it is agreed that

- 1 The Grantor owns and controls certain real property (hereinafter referred to as the "Property"), designated in Exhibit A, and hereby grants to DOE, its authorized representatives, agents, contractors, and subcontractors without payment of any land use charge, right of entry in, across, and over the Property to carry out the environmental monitoring activities as described in Exhibit B, PROVIDED, that such right of entry is subject to existing easements for public roads and highways, public utilities, railroads and pipelines, PROVIDED FURTHER, that such grant of right of entry reserves to the Grantor, his heirs, executors, administrators, successors and assigns, all right, title, interest and privilege as may be used and enjoyed without interfering with or

## Use Agreement No

abridging the rights hereby granted to DOE, its authorized representatives, agents, contractors, and subcontractors

- 2 The Government shall be responsible for any loss or destruction of, or damage to, the Grantor's real and personal property caused by the activities of DOE in exercising any of the rights hereby granted in this Use Agreement PROVIDED, that such responsibility shall be limited to restoration of such real and personal property to a condition comparable to its condition on the effective date of the Use Agreement by techniques of back-filing, seeding, sodding, landscaping, repair or replacement, and such other methods as may be agreed to between the parties, subject to the availability of appropriated funds
- 3 The provisions of this Use Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors, and assigns of the Grantor. The Grantor shall notify the Realty Officer if the Property is, or at any time during the term of the Agreement should become leased, sold, or otherwise transferred to another party. The "Realty Officer" means the person executing this Use Agreement on behalf of the Government, and any other officer or civilian employee who is properly designated Realty Officer, and the term includes, except as otherwise provided in this Use Agreement, the authorized representative of a Realty Officer acting within the limits of his authority. The Grantor shall also give written notice to any purchaser, lessee, or transferee of the applicability of the rights of the Government contained in this Use Agreement when such purchase, lease, or transfer takes place during the term of this Use Agreement
- 4 The effective date of this Use Agreement shall be the date of execution by the Government. The term of this Use Agreement shall commence on the effective date hereof and shall continue for three years unless sooner terminated by the Government or Grantor by sixty-day prior written notice to the other

## Use Agreement No

- 5 Title to all personal property brought to the Property by DOE during the term of this Use Agreement shall remain in the Government, and such title shall not be effected by incorporation or attachment thereof to any property not owned by the Government, nor shall such personal property, or any part thereof, become a fixture or lose its identity as personal by reason of affixation to any realty DOE shall remove all such personal property no later than 90 days after the expiration or termination of the Use Agreement

The Grantor shall not be liable for any loss of or damage to Government-owned or Government-Furnished property, or for expenses incidental to such loss or damage, except that the Grantor shall be responsible for any such loss or damage (including expenses incidental thereto) which results from the willful misconduct, gross negligence, or lack of good faith of the Grantor

- 6 The Government shall have unlimited rights in all technical data first produced or specifically used in the performance of the work and experiments in connection with this Use Agreement Further, technical reports from DOE contractors or subcontractors shall be required for delivery to the Government and shall be made available to the public without restriction For the purposes of this Use Agreement, the terms "technical data" and "unlimited rights" shall have the same meaning as provided in 927 401/Department of Energy Acquisition Regulation (DEAR)
- 7 DOE shall obtain all necessary permits or licenses and abide by all applicable Government, state, and local laws, regulations, and ordinances
- 8 If the Property is subject to any leases, subleases, or assignments of rights, the Grantor shall obtain the consent of the lessors, lessees, sublessees, and assignees as appropriate, to enter into this Use Agreement Such consent shall be evidenced by their signatures in the space provided on the signature page

Use Agreement No

In WITNESS WHEREOF, the parties hereto have executed this Use Agreement in several counterparts

GRANTOR

UNITED STATES OF AMERICA  
DEPARTMENT OF ENERGY

By \_\_\_\_\_

By \_\_\_\_\_

Steven R Schiesswohl  
RFO Realty Officer  
Property & Information  
Management Branch

Rocky Flats Office  
P O Box 928  
Golden, Colorado  
80402-0928

Date \_\_\_\_\_

Date \_\_\_\_\_

Concurred by EG&G Rocky Flats, Inc.  
DOE Contractor, contract number  
DE-AC04-90DP62349

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Consented to

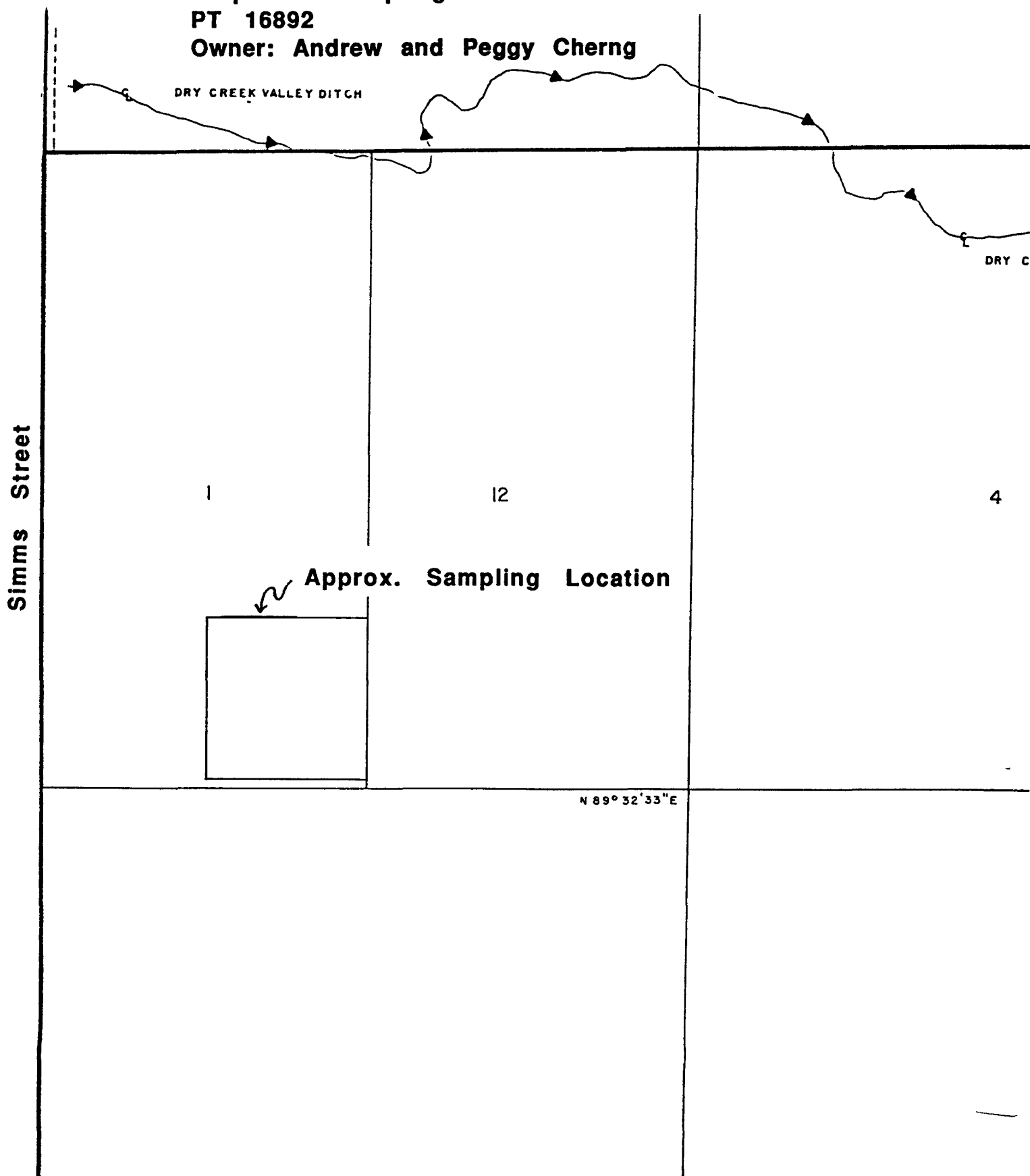
Names

Interest

Signature



**Exhibit A: Map**  
**SW1/4 of NW1/4 of Section 9**  
**T.2S. R.69W.**  
**Proposed Sampling Location**  
**PT 16892**  
**Owner: Andrew and Peggy Cherng**



## EXHIBIT B

### OU 3 RFI/RI SAMPLING ACTIVITY DESCRIPTIONS -Andrew and Peggy Cherng

The planned OU 3 sampling activities are detailed in the RFI/RI Work Plan. The Work Plan outlines the purpose, objectives, rationale and methods used to evaluate the presence or absence of contamination within OU 3. The Work Plan is based on the requirements of the Interagency Agreement (IAG) between the Department of Energy (DOE), the Environmental Protection Agency (EPA) and the State of Colorado Department of Health (CDH).

OU 3 sampling activities began in April, 1992 and are scheduled for completion by spring of 1993. A Final RFI/RI Report which details the results and conclusions from this study is scheduled for completion in January, 1994. The Access Agreement period is extended for three years to cover any follow up activities that may be required during development of the Final RFI/RI Report.

The map, attached to this correspondence, shows locations of sampling activities. Sample locations will be surveyed prior to the sampling event. Field adjustments could be made at the time of sampling to adjust specific sampling locations.

Sampling activities will not adversely effect environmental resources. OU 3 sampling activities on Andrew and Peggy Cherng property involve collection of soil data. The collection of surface soil samples involves removing one quarter to one half inch of surface soil from a 3 X 3 inch square in 25 locations within a ten acre plot. The ten acre plot locations are shown on the Exhibit A map.

7=29-043-00-003  
5=29-043-00-001  
6=29-043-00-002

DRY CREEK VALLEY DITCH

DRY CREEK

PT 16892  
SE 1/4 OF NW 1/4 OF  
SEC 9  
T2S R69W  
OWNER Countrydale  
Business Park  
SIMMS STREET  
Approx sample loc

N 89° 32' 33" E

SEE MAP

29 - 093

Assessor office - Jelfco

271-8300

Need legal

714

160 Acres

TE 4

County date Business Park

01/1981

149 Pasadena Ave Unit E

S. Pasadena CA

April 30 NE 1/4  
(due) 152543

NW 1/4  
152549  
(current)

91030-2917

← NE 1/4 + NW 1/4  
160 acres 80

Tax # 82442

Key 12, Section 9 T2 R69  
NE 1/4 (160)

Key 12, Section 9 T2 R69 NW 1/4 (80)

80 Acres

01/1990

Section 9 T2 R69 NW 1/4 Section 9

145 Pasadena Ave

Pasadena, CA

91030

(current)

TAX ID - 048083

T

271-8330

Andrew + Peggy Cherng ← No 12/11

213-974-3211

818

#654  
LA County Assn  
500 W Temple St  
Room 304  
L.A. CA 90012

149 PASADENA Ave Unit E  
PASADENA, CA 91030-2917

145 PASADENA Ave  
PASADENA, CA 91030